



**OFFICIAL MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING  
WORK SESSION, MONDAY, OCTOBER 19 – 6:00 P.M.**

**MEMBERS PRESENT: JERRY D. ROSEBERRY, MAYOR; COUNCILMEMBERS: JIM WINDHAM;  
GEORGE HOLT; SARAH DAVIS; TERRY SMITH; LYN PACE; DAVID EADY WAS NOT PRESENT**

**OTHERS PRESENT: Bob Schwartz, City Manager; Robert Jordan, City Engineer; Dave Harvey,  
Police Chief; Jody Reid, Utility Superintendent; Lauran Willis, City Clerk; Stacey Mullen, Deputy  
City Clerk, Hoyt & LaTrelle Oliver, Mike & Cheryl Ready, Judy Greer, Todd Cain, Sarah Standard,  
Carol & Neil Penn**

The meeting was called to order by the Honorable Jerry D. Roseberry, Mayor

**Honorary Councilmember**

Mayor Roseberry announced that Councilmember Terry Smith appointed Ms. Sarah Standard as the honorary councilmember for November.

**Mayor's Announcements**

Mayor Roseberry made the following announcements:

**ASBURY STREET PARK**

County Commissioner J. C. Henderson has advised that the Board of Commissioners has approved the use of \$100,000 SPLOST 2011 funds for the development of the Asbury Street Park. We will be setting up a ceremony for presentation of the check to the city.

We have closed on the purchase of the vacant lot on West Watson Street.

The owners of the remaining lot on West Watson Street have advised that they want to sell the property to the city but have several issues to resolve before the sale can be completed.

**RETREAT**

The Mayor and City Council Retreat is Friday, November 13<sup>th</sup> at the Center. It was moved from the College Library when the city received notice that 150 additional students would be using the dining hall that day.

The auditors have advised that they will not be prepared to make a presentation to the Council as originally planned for the October work session. They will make their presentation at the retreat.

#### **COMPREHENSIVE PLAN MEETING**

The Northeast Georgia Regional Commission staff presented a program on Comprehensive Planning at The Center last Friday. All of Newton County's five cities and the Board of Commissioners had representatives at the meeting. There are some new rules on Comprehensive Planning with one being the requirement that every city and every county meet with the Regional Commission every two years for a review of their plans.

#### **OXFORD COLLEGE NEW DINING HALL LAND SWAP**

The required documentation to complete the Dining Hall land swap has been completed.

#### **INTERSECTION OF HIGHWAYS 81 AND 142**

BOC Chairman Keith Ellis has advised that GDOT will soon have a design ready to make some changes to the intersection of Highway 81 and 142. South bound traffic on Highway 81 will have a left turn lane to access Highway 142. The original design proved to be too expensive because of the location of in-ground tanks serving the gas station at that intersection.

#### **NEWTON COUNTY FIRE STATION ON HIGHWAY 81**

BOC Chairman Keith Ellis has advised that the county is actively seeking land to build the new fire station on Highway 81 North. The new station will improve the level of service to Oxford and the North Newton area, including Flint Hill Elementary School. The 2011 SPLOST contains \$1 Million for the new station and the BOC has approved moving forward with the construction. Attachment A

#### **Lease Agreement Oxford College**

City Manager Bob Schwartz informed council that the lease agreement with Oxford College for the 810 Whatcoat Street building expired in April 2015. He provided a draft of the new three year lease agreement adding a renewal clause stating the lease will automatically renew for an additional three (3) years at the same annual rate, of THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00), with all other provisions to remain the same. Should either TENANT or LANDLORD not desire for this lease to renew, they shall inform the other of their intention not to renew no later than sixty (60) days from the date of renewal. After discussion it was decided this clause should be removed and council will determine any new terms at time of future renewal. This will be included on the November agenda for a vote. Attachment B

**Groundskeeper**

City Manager Bob Schwartz provided a job description and a proposed budget which would bring our rights-of-way and park maintenance in-house. This item will be on the November 2<sup>nd</sup> agenda for a vote. Attachment C

**Sewer Extensions**

City Manager Bob Schwartz discussed proposed plans for sewer extensions including locations and financing options. He presented a draft map from city engineer Robert Jordan depicting target areas with the estimated cost for each area. He also presented cost estimates should the city decide to finance the project with a loan from GEFA. This item will be discussed in further detail at the November work session with the goal of making some decisions at the December meeting. Attachment D

**Memorandum of Understanding**

Mayor Roseberry announced that Commissioner J. C. Henderson has advised that the Board of Commissioners has approved the use of \$100,000 SPLOST 2011 funds for the development of the Asbury Street Park. We will be setting up a ceremony for presentation of the check to the city. Mayor Roseberry will sign the Memorandum of Understanding tomorrow authorizing this transaction. Attachment E

**Retreat**

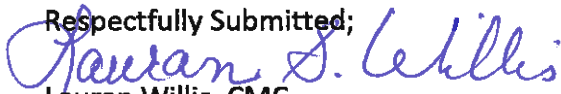
Mayor Roseberry reminded everyone of the retreat on November 13, 2015 at The Center. He asked council for suggestions of items they would like to discuss at the retreat and commented that the focus should be sustainability for the future and also think of ways and areas which can be improved.

**Project Status Report**

City Manager Bob Schwartz presented a list of active projects giving a brief summary of the status on each one. Attachment F

There being no further business the meeting was adjourned at 7:00pm.

Respectfully Submitted;



Lauran Willis, CMC

City Clerk

Attachments:

- A. Mayor's Announcements
- B. Lease Agreement Oxford College 810 Whatcoat St.
- C. Grounds Keeper
- D. Sewer Extension
- E. Memorandum of Understanding SPLOST 2011 Park Development
- F. Project Status Report

**OXFORD MAYOR AND COUNCIL  
WORK SESSION  
MONDAY, OCTOBER 19, 2015 – 6:00 P.M.  
CITY HALL  
A G E N D A**

1. **Honorary Councilmember** – Councilmember Terry Smith has appointed Ms. Sarah Standard as the honorary councilmember for November.
2. **Audit Report** – The CPA is still working on the Trial Balances so there is nothing for the auditors to report on at this time. The Auditors will present their report at the retreat.
3. **\* Lease Agreement Oxford College** – The three year lease agreement with Oxford College for the 810 Whatcoat building expired April 1, 2015. We have attached a copy of the recommended lease for the next three years.
4. **\* Groundskeeper** – We have a job description and a proposed budget which would bring our rights-of-way and park maintenance in-house.
5. **Sewer Extensions** – We will discuss our plans for sewer extensions including locations and financing options.
6. **Memorandum of Understanding** – We will discuss a Memorandum of Understanding with Newton County for the city to accept \$100,000 from the county for the Asbury Street Park.
7. **Retreat** – We will talk about items to be discussed at the retreat.
8. **\* Project Status Report.**

\*Attachments

## MAYOR'S NOTES FOR WORK SESSION

October 19, 2015

### ASBURY STREET PARK

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## LEASE AGREEMENT

**THIS LEASE AGREEMENT**, made the 1<sup>st</sup> day of April, 2015 by and between **THE CITY OF OXFORD, GEORGIA**, having its office at 110 West Clark Street Oxford, Georgia 30054-2274 (“LANDLORD”); and **EMORY UNIVERSITY**, with mailing address of 1599 Clifton Road, Atlanta, Georgia 30322 (“TENANT”);

**WITNESSETH THAT**, LANDLORD hereby leases to TENANT, and TENANT hereby rents from LANDLORD, those certain premises located at **810 Whatcoat Street, Oxford, Georgia 30054**, and that certain building with appropriate improvements (the “DEMISED PREMISES”) located thereon for a term of **three (3) years**, commencing as of **April 1, 2015 and ending March 31, 2018** for commercial, retail and office space, and all other purposes permitted by governing laws, ordinances and regulations pursuant to the following schedule of occupancy:

**UPON THE FOLLOWING TERMS AND PROVISIONS:**

1. Rent. As to that building located at 810 Whatcoat Street, Oxford, Georgia 30054, TENANT shall pay to LANDLORD as rent for and during the term hereof the annual rental rate of **THIRTY THOUSAND AND NO/100 dollars (\$30,000.00)**, payable in advance annually in one (1) payment, with the first payment due **April 1, 2015**, and the same amount due each anniversary thereafter.

2. Condition Precedent. As a condition to the effectiveness of this Lease Agreement, TENANT shall have the right to first inspect the DEMISED PREMISES and, in its sole discretion, to approve the same in writing for its use and occupation. LANDLORD shall make all reasonable changes, modifications or corrections to the DEMISED PREMISES requested by TENANT as a condition to such approval. LANDLORD hereby warrants that the DEMISED PREMISES are in good condition and said structure and improvements are in compliance with all building codes and fire department regulations.

3. Utility Charges. LANDLORD has installed all necessary conduits and provided all necessary hook-ups in the DEMISED PREMISES. LANDLORD shall have no further obligation to furnish the DEMISED PREMISES with heat, light, power, water or any other utility TENANT may use or desire to use, same being the sole responsibility of TENANT. TENANT shall pay when due all rents and charges for water, sanitary sewer, drainage, fuel, electricity and other

utilities it may use with respect to the DEMISED PREMISES and if TENANT fails to pay any such sum for a period of thirty (30) days after LANDLORD shall so notify TENANT in writing, LANDLORD'S sole remedy shall be to pay such of those utility charges which, if not paid, may become a lien on the DEMISED PREMISES, and add such amount to the rental payment next due hereunder from TENANT.

4. Insurance. TENANT shall maintain, for its own benefit and at its own expense, with respect to its occupancy of the DEMISED PREMISES, general liability insurance or proof of self-insurance against claims for bodily injury, death or property damage under and subject to the same limitations provided for in its then current blanket policy of insurance covering other premises owned or leased by TENANT or any of its divisions or subsidiaries. LANDLORD shall maintain, for its own benefit, with respect to the DEMISED PREMISES, insurance against loss or damage by fire, other extended coverage casualties, vandalism and malicious mischief, and general liability insurance in the amount of at least One Million (\$1,000,000.00) Dollars combined single limit coverage against claims for bodily injury, property damage, and death, and all such policies of insurance shall provide for at least ten (10) days prior written notice of cancellation or modification in coverage to TENANT. TENANT shall deliver certificates evidencing the insurance coverage provided for in this Section to the LANDLORD within fifteen (15) days of the date TENANT first takes possession of the DEMISED PREMISES.

5. Repairs, Maintenance and Alterations. TENANT shall, at its own expense, take good care of the DEMISED PREMISES and keep same in good order and condition and make all necessary repairs thereto, except for: (i) exterior walls, structural repairs, repairs to the roof, HVAC system, plumbing, or damage which is not occasioned by the negligence of TENANT'S employees, invitees or agents; (ii) repairs to damage resulting from defective materials and/or workmanship in the construction of the building and other improvements; (iii) repairs occasioned by damage due to the negligence of LANDLORD'S employees, invitees or agents; and (iv) repairs to damage resulting from casualty to or condemnation of the whole or any portion of the DEMISED PREMISES as may be provided in Sections 6 or 7, all of which latter repairs shall be made by LANDLORD at its own expense. All such repairs shall be made in a good and workmanlike manner and in compliance with all governing laws, ordinances and regulations,

promptly upon TENANT or LANDLORD giving written notice thereof to the party responsible therefore. In the event either LANDLORD or TENANT shall fail to make any repairs required of it, as aforesaid, the party giving such notice may make such repairs and the cost thereof shall be added to or offset against the rental payment or payments next due hereunder from TENANT.

TENANT shall maintain the DEMISED PREMISES in a clean and orderly condition, and shall keep the exterior portion thereof free of dirt, rubbish, snow, ice and other hazardous obstructions.

TENANT shall have the right, at its own expense, to make any alterations and additions to the DEMISED PREMISES, provided that TENANT shall first obtain LANDLORD'S written consent to any material alteration or addition to same, which consent shall not be unreasonably withheld. All such alterations and additions shall be made by TENANT in a good and workmanlike manner and shall comply with all governing laws, ordinances and regulations.

6. Fire and Other Casualty. If the DEMISED PREMISES or any part thereof is damaged or destroyed by fire or other casualty, TENANT shall promptly so notify LANDLORD. Unless this Lease Agreement is terminated as provided below, LANDLORD shall, at its own expense and in a manner consistent with its repair obligations under Section 5, repair the DEMISED PREMISES so as to reasonably restore same to substantially the same condition they were in prior to such casualty, and the rent and other charges due hereunder from TENANT shall be abated with respect to any portion of the DEMISED PREMISES rendered untenable for TENANT'S continued use of same in the manner utilized prior to such casualty until all such repairs by LANDLORD have been completed and TENANT has resumed its occupancy thereof. Anything contained in this Section or Section 1 or 2 to the contrary notwithstanding, if such casualty results in damage or destruction to the whole of the DEMISED PREMISES or such portion thereof as shall make the DEMISED PREMISE untenable for TENANT'S continued use of same in the manner utilized prior to such taking, then either TENANT or LANDLORD may, within thirty (30) days of the date thereof, terminate this Lease Agreement by giving the other written notice thereof, and TENANT shall surrender the DEMISED PREMISES to LANDLORD within thirty (30) days of the date of such notice in a manner consistent with the terms and provisions of Section 14, all rents and other charges payable by TENANT hereunder to be adjusted to, and payable by TENANT upon, the date of such surrender.



7. Condemnation. If the whole of the DEMISED PREMISES shall be taken by the exercise of condemnation or eminent domain, or such portion thereof as shall make the DEMISED PREMISES untenable for TENANT'S continued use of same in the manner utilized prior to such taking, this Lease Agreement shall terminate as of the date of such taking or when the condemning authority shall enter into actual possession of the premises to be taken, if title thereto is not conveyed to such authority prior to such time. All rents and other charges payable by TENANT hereunder are to be adjusted to such date of termination. If such portion of the DEMISED PREMISES is taken so as not to terminate this Lease Agreement, as aforesaid, the LANDLORD shall, at its own expense and in a manner consistent with its repair obligations under Section 5, repair the DEMISED PREMISES so as to reasonably restore same to substantially the same condition they were in prior to such taking, and the rent and other charges due hereunder from TENANT shall be abated with respect to any portion of the DEMISED PREMISES rendered untenable for TENANT'S continued use of same in the manner utilized prior to such taking or during the period of such repair.

8. Indemnification. TENANT and LANDLORD shall indemnify and hold each other harmless from and against any damage, liability, claim or suit for injury, loss or damage to any person or property upon the DEMISED PREMISES occasioned by the negligence of its respective employees, agents or invitees. With respect to any such claim or suit, TENANT and LANDLORD shall promptly give the other written notice thereof in writing and, if requested, the indemnifying party shall also defend same, using counsel of its own selection, and shall keep the other reasonably informed as to the status of such defense.

9. Inspection. LANDLORD and its employees, agents or invitees shall have the right, upon reasonable notice to TENANT and upon their execution of such confidentiality agreements concerning TENANT'S business operations as TENANT shall request, to enter upon the DEMISED PREMISES during TENANT'S regular business hours for the purpose of inspecting same or making the repairs provided for in Sections 5, 6, and 7 and, within the ninety (90) day period immediately preceding the expiration of the terms hereof, to show same to prospective tenants or purchasers thereof. Nothing contained in this Section shall restrict LANDLORD, or its

employees, agents or invitees, to reasonably enter the DEMISED PREMISES without notice or other limitation in the event of emergency.

10. Assignment and Subletting. TENANT shall not assign this Lease Agreement nor sublet the DEMISED PREMISES to any person or entity other than any of its divisions or subsidiaries, except upon LANDLORD'S prior written consent thereto, which consent shall not be unreasonably withheld, delayed or conditioned.

11. Quiet Enjoyment. LANDLORD agrees that upon the payment of the rent due hereunder from TENANT and upon TENANT'S observing and performing the other terms and provisions of this Lease Agreement on its part to be observed and performed, TENANT shall and may peaceably and quietly have, hold and enjoy the DEMISED PREMISED and all rights, privileges and options of TENANT under this Lease Agreement during the term hereof.

12. Warranties of LANDLORD. LANDLORD warrants and represents that: (i) they are the sole owner of the DEMISED PREMISES and have the right and authority to enter into, execute and deliver this Lease Agreement; (ii) all governing laws, ordinances and regulations permit the occupancy by TENANT of the building and improvements located at 810 Whatcoat Street, Oxford, Georgia 30054, and the use and occupation of the DEMISED PREMISES by TENANT as provided herein; (iii) they know of no impending change of law, ordinance or regulation that would affect their warranty and representation set forth in (ii), above; and (iv) the building is in compliance with all applicable building and zoning codes and ordinances and LANDLORD knows of no code violations; further, LANDLORD affirms that upon notice of any code violations regarding the structure, as opposed to the occupancy, LANDLORD will insure the prompt correction and remedy of such violation.

13. Default. If TENANT: (i) fails to pay any rent due hereunder from it and does not pay same within ten (10) days of LANDLORD'S written notice thereof; (ii) defaults in the observance or performance of any other term or provision of this Lease Agreement on its part to be observed and performed and fails to cure such default within thirty (30) days of LANDLORD'S written notice thereof, or if such cure reasonably requires more than thirty (30) days to effect and

TENANT does not commence such cure within such thirty (30) day period or thereafter diligently prosecute same; or (iii) files a voluntary petition in bankruptcy, or files any petition or answer seeking any reorganization, arrangement, compensation, readjustment, liquidation, dissolution or similar relief, or seeks or consents to the appointment of any trustee, receiver or liquidator for the whole or a substantial portion of its property, or any proceeding seeking such relief is filed against TENANT and same has not been dismissed within ninety (90) days thereof, then, in any such event, LANDLORD may, at any time thereafter, terminate this Lease Agreement by giving TENANT thirty (30) days prior written notice thereof, specifying the reason therefore, and TENANT shall surrender the DEMISED PREMISES to LANDLORD within such thirty (30) day period in a manner consistent with the terms and provisions of Section 14.

From and after the termination of this Lease Agreement as provided in this Section, LANDLORD shall use its reasonable efforts to re-let the DEMISED PREMISES or any part thereof. Upon such termination, and whether or not the DEMISED PREMISES are re-let as aforesaid, TENANT shall pay to LANDLORD the rent due hereunder from TENANT up to the date of expiration of any notice period provided herein pursuant to such termination, all other charges payable by TENANT hereunder to be adjusted to, and payable by TENANT upon, such date, and, thereafter, TENANT shall pay to LANDLORD, on the first day of each month during what would have been the unexpired term of this Lease Agreement but for such termination: (i) the rent that would have otherwise been due hereunder from TENANT; less (ii) the net proceeds of any re-letting of the DEMISED PREMISES by LANDLORD, after deducting therefrom LANDLORD'S reasonable costs of re-letting, and LANDLORD agrees to same as his full liquidated damages hereunder respecting any such default.

14. Surrender. Upon the expiration of the term of this Lease Agreement or any renewal term provided in Section 16, or upon the expiration of any notice period provided herein pursuant to the termination hereof or TENANT'S non-approval of the DEMISED PREMISES under Section 3, TENANT shall quietly and peaceably surrender the DEMISED PREMISES to LANDLORD, and LANDLORD may, without further notice, at any time thereafter, enter upon and re-enter the DEMISED PREMISES and possess and repossess same, by summary proceedings, ejectment or otherwise, dispossess TENANT and remove TENANT and any and all other persons from the DEMISED PREMISES, and may have, hold and enjoy the DEMISED

PREMISES and the right to receive all rental income of and from same. The DEMISED PREMISES shall be surrendered by TENANT to LANDLORD, as aforesaid, free of subtenancies and assignments, broom clean and, subject to the terms and provisions of Sections 5, 6 and 7, in good condition, ordinary wear and tear excepted. Any alterations and additions made by TENANT to the DEMISED PREMISES as provided in Section 5, and all TENANT'S equipment, fixtures, goods or other property on the DEMISED PREMISES shall be deemed the property of TENANT and LANDLORD agrees to execute any instrument which TENANT may request in furtherance of its rights therein. If any such property is not removed by TENANT upon its surrender of the DEMISED PREMISES to LANDLORD, as aforesaid, same shall be deemed abandoned, and LANDLORD shall have the right as its sole remedy to sell or otherwise dispose of same, but if LANDLORD so sells any of such property, the net proceeds shall be deemed the sole property of LANDLORD, without participation therein by TENANT.

15. Waivers; Remedies. No failure by TENANT or LANDLORD to insist upon the strict observation and performance of any term of provision of this Lease Agreement, or to exercise any right or remedy upon default thereof, shall constitute a waiver of any such term, provision or default. Except as may be provided in Sections 13 and 14 limiting LANDLORD'S remedies hereunder, each right and remedy of TENANT and LANDLORD provided herein shall be cumulative and in addition to every other right and remedy of TENANT and LANDLORD provided in this Lease Agreement or as may exist at law or in equity and shall not preclude the simultaneous or later exercise by TENANT or LANDLORD of any and all other rights and remedies provided for herein or at law or in equity.

16. Renewal. This lease shall automatically renew for an additional three (3) years at the same annual rate, of **THIRTY THOUSAND AND NO/100 dollars (\$30,000.00)**, with all other provisions to remain the same. Should either TENANT or LANDLORD not desire for this lease to renew, they shall inform the other of their intention not to renew no later than sixty (60) days from the date of renewal.

17. Holdover. If TENANT hold over beyond the expiration of the terms of this Lease Agreement or holds over beyond the expiration of any notice period provided herein pursuant to

the termination hereof of TENANT'S non-approval of the DEMISED PREMISES Under Section 3, then, in addition to any rights provided LANDLORD with respect to TENANT'S failure to surrender the DEMISED PREMISES as provided in Section 15, LANDLORD shall have the right, exercisable in writing given to TENANT within ten (10) days of the commencement of such holdover, to treat such holdover as a tenancy at will or as establishing a month-to-month tenancy upon the rates and other terms and provisions set forth herein other than those relating to the length of the initial term, any renewal term hereof, and rental rate.

18. Hazardous Substances. (a) TENANT hereby covenants that should TENANT cause or permit any "Hazardous Substances" (as hereinafter defined) to be placed, held, located or disposed of in, on or at the DEMISED PREMISES or any part thereof, TENANT shall place, hold, locate and dispose of said "hazardous substances" in such a manner as to comply with all applicable local, state and/or federal laws, regulations and/or other requirements to ensure safe handling, storage and use. The parties agree that TENANT shall maintain, keep and return the DEMISED PREMISES for and to the LANDLORD in the original condition. Said original condition being free of said "hazardous substances."

(b) TENANT hereby agrees to indemnify LANDLORD and hold LANDLORD harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs and any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, LANDLORD by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from, the DEMISED PREMISES of any Hazardous Substance (including, without limitation, any losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called federal, state or local "superfund" or "Superlien" laws, statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, substances or standards of conduct concerning any Hazardous Substance), provided, however, that

the foregoing indemnity is limited to matters arising solely from TENANT'S violation of the covenant contained in subsection (a) above.

(c) For purposes of this Lease, "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of hazardous substances now or hereafter adopted by the United States Environmental Protection Agency (the "EPA") or the list of toxic pollutants designed by Congress or the EPA or which are now or hereafter defined as hazardous, toxic, pollutant, infectious or radioactive by any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, or substance or material, as now or at any time hereafter in effect.

(d) LANDLORD shall have the right but not the obligation, and without limitation of LANDLORD'S rights under this Lease, to enter onto the Premises or to take such other actions as it deems necessary or advisable to cleanup, remove, resolve, or minimize the impact of, or otherwise deal with, any Hazardous Substance following receipt of any notice from any person or entity (including without limitation the EPA) asserting the existence of any Hazardous Substance in, on or at the DEMISED PREMISES or any part thereof which, if true, could result in an order suit or other action against TENANT or LANDLORD or both. All reasonable costs and expenses incurred by LANDLORD in the exercise of any such rights, which costs and expenses result from TENANT'S violation of the covenant contained in subsection (a) above, shall be deemed additional rental under this Lease and shall be payable by TENANT upon demand.

(e) This Section shall survive cancellation, termination or expiration of this Lease.

19. Broker. TENANT and LANDLORD represent to each other that they have dealt with no broker, finder or commissioned sales person or entity respecting this Lease Agreement or the DEMISED PREMISES hereunder, and that they shall respectively indemnify and hold the other harmless from and against any damage, liability, claim or suit for injury, loss or damage occasioned by its respective misrepresentation of this representation. With respect to any such claim or suit, TENANT and LANDLORD shall promptly notify the other thereof in writing and, if requested, the indemnifying party shall also defend same, using counsel of its own selection, and shall keep the other reasonably informed as to the status of such defense.

20. Survival. All representations and indemnifications made in this Lease Agreement by TENANT or LANDLORD, and all the terms and provision hereof intended to be observed and performed by either of them after the expiration of the term hereof, or after the expiration of any notice period provided herein pursuant to the termination hereof or TENANT'S non-approval of the DEMISED PREMISES under Section 3, shall survive such expiration or termination.

21. Notices. All notices required or permitted to be given under this Lease Agreement shall be deemed effective and served when delivered in person or sent by certified or registered mail, postage and certification prepaid, to TENANT at its address first above written and to LANDLORD at its address first above written.

22. Force Majeure. TENANT'S or LANDLORD'S failure to observe and perform any of the terms and provisions of this Lease Agreement on its respective part to be observed and performed shall be excused in the event, to the extent and only during the period that same arises from or is incident to unforeseen caused beyond the excused party's control not resulting from its fault or negligence, including, but not limited to, acts of a public enemy, government or God.

23. Successors, Assigns, Etc. This Agreement shall be binding upon and enure to the benefit of TENANT and its successors and assigns, and LANDLORD and its legal representatives, successors and assigns.

24. Invalidity. The invalidity of enforceability of any term or provision of the Lease Agreement shall not affect the other terms and provisions, and same shall be construed in all respects as if such invalid or unenforceable term or provision was omitted herefrom.

25. Controlling Law. This Lease Agreement shall be construed and enforced under and governed by the internal laws of the State of Georgia.

26. Sole Agreement. This Lease Agreement constitutes the entire agreement between TENANT and LANDLORD respecting the subject matter hereof, and same may not be changed or modified except by an agreement in writing between them which shall state that it is an amendment hereto.

27. Captions. All Section captions in this Lease Agreement have been included solely as a matter of convenience and reference, and shall not be deemed to define, limit or otherwise affect the terms and provisions of such Section or this Lease Agreement.

**[Signature(s) on Next Page]**

**LANDLORD: THE CITY OF OXFORD, GEORGIA**

Sworn to and subscribed before me  
This \_\_\_\_ day of \_\_\_\_\_, 2015.

BY: \_\_\_\_\_  
Jerry D. Roseberry, Mayor

\_\_\_\_\_  
Notary Public

ATTEST: \_\_\_\_\_  
Lauran Willis, City Clerk

WITNESS: \_\_\_\_\_

**TENANT: EMORY UNIVERSITY**

Sworn to and subscribed before me  
This \_\_\_\_ day of \_\_\_\_\_, 2015.

BY: \_\_\_\_\_  
\_\_\_\_\_, its \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

ATTEST: \_\_\_\_\_  
\_\_\_\_\_, its \_\_\_\_\_

WITNESS: \_\_\_\_\_

**Prepared by:**

**C. David Strickland, Esq.**

Oxford City Attorney

**Strickland & Strickland, LLP**

*Attorneys at Law*

PO Box 70

Covington, GA 30015-0070

(770) 786-5460

(770) 786-5499 (fax)





## Memo

**To:** City Council  
**From:** Bob Schwartz, City Manager  
**Date:** Friday, October 16, 2015  
**Re:** Groundskeeper

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**INTRODUCTION** – In a way, we are the victims of our own success. We started contracting for grounds maintenance in January, 2014. Since then, more and more citizens have elected to have the city contractor cut the grass on the right-of-way adjoining their yard. When we bid this contract, the Emory water line was under construction, so the Emory right-of-way was not an issue for the first year. While we do not own any more right-of-way, we have more to maintain. Based on the request of a council sub-committee, we have prepared this recommendation to maintain the rights-of-way, city parks, and city grounds with city employees and part-time assistance.

**JOB DESCRIPTION** – Working with Jody Reid and Lauran Willis, we prepared the attached job description for a new position for Groundskeeper. We think it covers all the essential elements of the job. We have included tree maintenance. We have a responsibility to continue to mulch, water, and maintain all of the city trees in the rights-of-way and in our parks and city grounds. During the summer, this will be a minor part of the job, but during the fall and winter, it will be a major part of the job.

**STRATEGY** – When we bid this in November 2013, the bids ranged from \$24,000 to \$63,000. We have added about 50% more right-of-way to the list to be maintained since then. It's likely that new bids will be substantially higher. We can get the job done with one full time position and a part time position during the grass growing season – about seven months, depending on rainfall. Our zero turn lawnmower went down for the count at just about the time we started our contract in 2014, so we need to buy two mowers.

**BUDGET** – Here is a draft budget for this change.

Groundskeeper (Grade 10A)	\$24,691.59
Fringe Benefits	\$10,945.41
SUBTOTAL	\$35,637.00
Part-time	\$12,320.00
Total personnel	\$47,957.00
Lawnmower 60" cut	\$10,000.00
Lawnmower 50" cut	\$10,000.00
	\$20,000.00

**TIMING** – Our current contract expires in December 2015. If council is agreeable, we will prepare a budget amendment and a final approval for the new position for the November council meeting.



**JOB TITLE:** Groundskeeper

**DEPARTMENT:** Public Works

**JOB SUMMARY:** This position is responsible for operating mowing equipment to maintain grounds of parks, trails, and city properties, and maintaining trees and plantings.

**MAJOR DUTIES:**

- Operates a zero-turn mower and bush hog to cut grass on all city property, trails, and city rights-of-way.
- Operates a push mower, weed eater, and trimmers to cut and trim grass and prune hedges. Also edges sidewalks and pavement edges when necessary.
- Performs tree maintenance duties including low level trimming, mulching, and watering.
- Plants and maintains flower beds, rain gardens, and shrubs.
- Operates a chain saw and other small equipment to cut and clear unwanted or dead trees from parks or city grounds. Operates debris blowers either hand carried or mounted on a golf cart.
- Performs such laboring duties as placing sod, spreading fertilizer, picking up litter, emptying trash cans, and blowing or raking leaves.
- Performs routine maintenance on equipment; sharpens or changes blades, preventive maintenance on mowing decks and small engines.
- Clears debris from storm drains; grades ditches for proper drainage. Assists with maintenance required by storm water regulations and storm water ordinance.
- Assists with DOT required traffic control on construction and repair projects.
- Pick up trash and debris on streets, trails, and rights-of-way.
- Performs other related duties as assigned.

## **KNOWLEDGE REQUIRED BY THE POSITION:**

- Knowledge of safety procedures pertaining to public works activities.
- Knowledge of city geography, city streets, and rights-of-way boundaries.
- Skill in operating groundskeeping equipment.
- Ability to acquire training and learn new skills required for flower bed maintenance, tree trimming, and mulching

**SUPERVISORY CONTROLS:** The Supervisor of Public Works and Utilities assigns work in terms of general instructions. The Supervisor reviews work in progress and upon completion for compliance with instructions and procedures, accuracy, and the nature and propriety of the final results.

**GUIDELINES:** Guidelines include city and department policies and procedures, safety guidelines, and supervisory instructions. These guidelines are generally clear and specific, but may require some interpretation in application.

**COMPLEXITY:** The work consists of related equipment operation duties in the maintenance of grounds. Inclement weather conditions contribute to the complexity of the work.

**SCOPE AND EFFECT:** The purpose of this position is to cut grass and perform other related duties to maintain city properties. Successful performance helps ensure attractive and well maintained grounds in parks and properties.

**PERSONAL CONTACTS:** Contacts are typically with co-workers, city employees, and the general public.

**PURPOSE OF CONTACTS:** Contacts are typically to provide services.

**PHYSICAL DEMANDS:** The work is typically performed while intermittently sitting, standing, bending, crouching, or stooping. The employee must occasionally lift light and heavy objects, climb ladders, and use equipment requiring a high degree of dexterity.

**WORK ENVIRONMENT:** The work is performed outdoors, where the employee is exposed to occasional inclement weather, noise, dust, dirt, grease, and machinery with moving parts. The work may require the use of protective devices such as masks, goggles, and gloves.

**SUPERVISORY AND MANAGEMENT RESPONSIBILITY:** None.

**MINIMUM QUALIFICATIONS:**

- High school diploma or GED. Ability to read, write, and perform basic mathematical calculations.
- Experience with equipment such as lawn mowers, debris blowers, and weed eaters.
- Possession of a valid driver's license issued by the State of Georgia, with a 3-year clear record with the DMV.
- Prefer experience with a bush hog, and experience and skills in tree planting, pruning, mulching, and landscape horticulture.



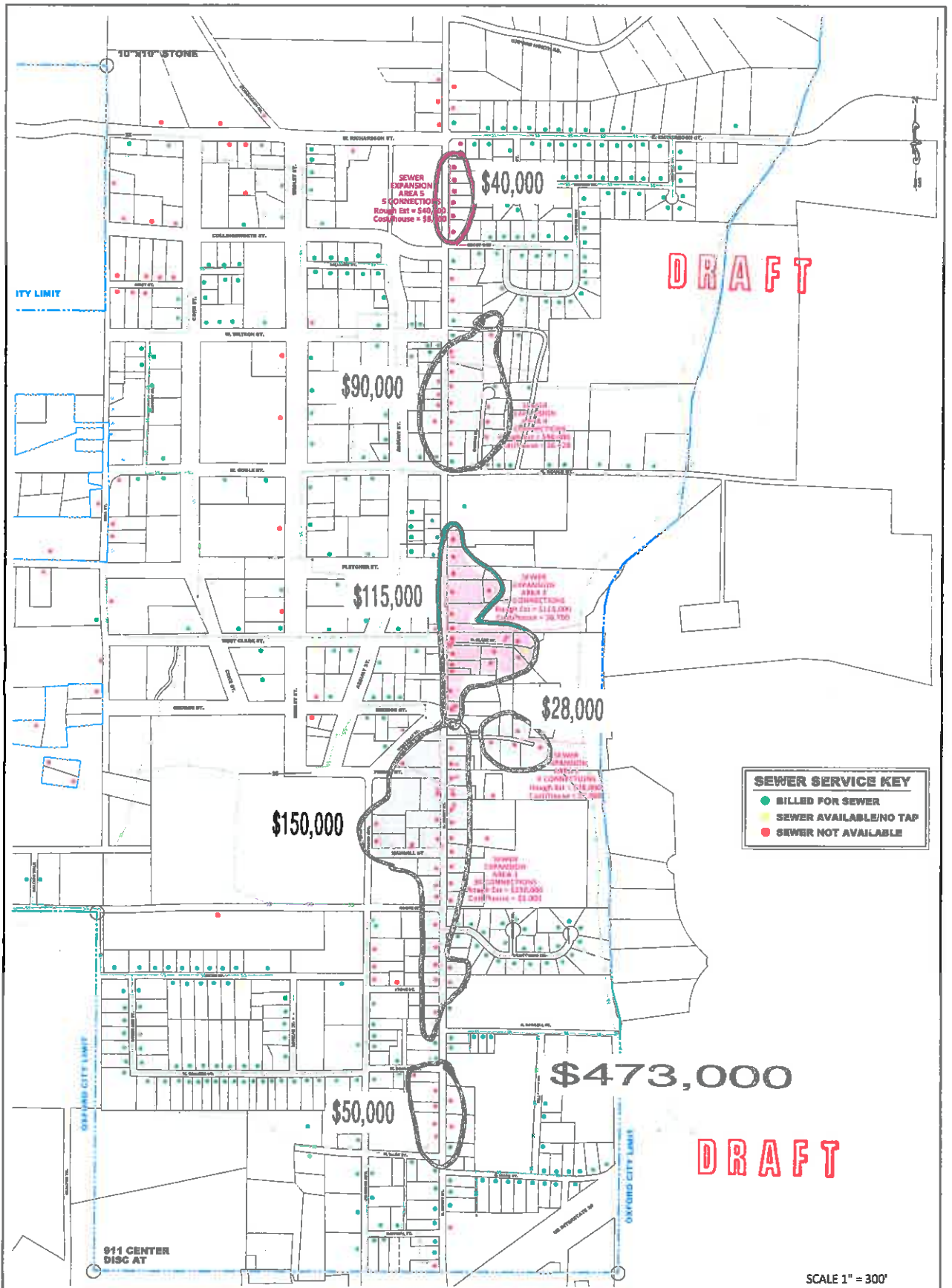
# INVESTING IN GEORGIA'S ENERGY, LAND & WATER RESOURCES

## LOAN PROGRAM INTEREST RATES

GEFA will charge the following interest rates for the loans listed below according to the requested amortization period. Only six rate tiers will be offered by amortization period. Any loan with an amortization period between the tiers will receive the interest rate for the next highest amortization tier (e.g., a seven-year loan may receive the 10-year rate). GEFA will charge a minimum 0.50 percent interest rate.

Program	5-Year Loan	10-Year Loan	15-Year Loan	20-Year Loan	25-Year Loan	30-Year Loan	Annual Borrowing Maximum
Benchmark Rate	0.76%	1.52%	2.27%	3.03%	3.43%	3.71%	---
Georgia Fund	0.76%	1.52%	2.27%	3.03%	N/A	N/A	\$3,000,000
Georgia Fund – Interim Finance	0.76%	N/A	N/A	N/A	N/A	N/A	\$3,000,000
Georgia Fund – Water or Energy Conservation or WaterFirst	0.51% (25 bp reduction)	1.02% (50 bp reduction)	1.52% (75 bp reduction)	2.03% (100 bp reduction)	N/A	N/A	\$3,000,000
Georgia Fund – Environmental Emergency	0.50%** (50 bp reduction)	0.52% (100 bp reduction)	N/A	N/A	N/A	N/A	\$500,000
Georgia Fund - PlanFirst	0.51% (25 bp reduction)	1.27% (25 bp reduction)	1.77% (50 bp reduction)	2.53% (50 bp reduction)	N/A	N/A	\$3,000,000
Clean Water State Revolving Fund (CWSRF)	0.50%** (100 bp reduction)	0.52% (100 bp reduction)	1.27% (50 bp reduction)	2.03% (100 bp reduction)	2.43% (100 bp reduction)	2.71% (100 bp reduction)	\$25,000,000
CWSRF – Water or Energy Conservation or WaterFirst	0.50%** (125 bp reduction)	0.50%** (150 bp reduction)	0.52% (175 bp reduction)	1.03% (200 bp reduction)	1.43% (200 bp reduction)	1.71% (200 bp reduction)	\$25,000,000
CWSRF - PlanFirst	0.50%** (125 bp reduction)	0.50%** (125 bp reduction)	0.77% (150 bp reduction)	1.53% (150 bp reduction)	1.93% (150 bp reduction)	2.21% (150 bp reduction)	\$25,000,000
CWSRF – Land Conservation	0.50%** (125 bp reduction)	0.50%** (150 bp reduction)	0.52% (175 bp reduction)	1.03% (200 bp reduction)	N/A	N/A	\$25,000,000
Drinking Water State Revolving Fund (DWSRF)	0.50%** (100 bp reduction)	0.52% (100 bp reduction)	1.27% (100 bp reduction)	2.03% (100 bp reduction)	N/A	N/A	\$25,000,000
DWSRF – Water or Energy Conservation or WaterFirst	0.50%** (125 bp reduction)	0.50%** (150 bp reduction)	0.52% (175 bp reduction)	1.03% (200 bp reduction)	N/A	N/A	\$25,000,000
DWSRF – PlanFirst	0.50%** (125 bp reduction)	0.50%** (125 bp reduction)	0.77% (150 bp reduction)	1.53% (150 bp reduction)	N/A	N/A	\$25,000,000
Water Supply Planning Loan	0.76%	1.52%	N/A	N/A	N/A	N/A	\$3,000,000

\*0.5% Interest Rate Floor



SEWER SERVICE KEY	
●	BILLED FOR SEWER
○	SEWER AVAILABLE/NO TAP
●	SEWER NOT AVAILABLE

Rev	Description	Date
0	Initial Issue	05/20/11
1	Updates with new connections	05/20/11

Sheet No. 1.0

City of Oxford  
Newton County, Georgia

POTENTIAL SEWER  
EXPANSION PROJECTS



**JORDAN**  
ENGINEERING  
INCORPORATED  
1000 NORTH GY SOUTHWEST CORNER  
TELEPHONE 770-888-8888  
www.jordan-engineering.com

Project	Date	Status
<b>2 Cemetery Mapping</b>		
Assigned: Lauran; STARTED 7/1/14; Discussed at Council meeting 8/6/2001	7/16/2014	Contractor will start in August; plans to finish by end of October.
	6/15/2015	Lauran and Len agreed the project for ground penetrating radar for SE section of cemetery will start in August.
	8/13/2015	Len is to begin work September 7 - 9.
	9/7/2015	Len started work.

<b>3 City Hall and grounds</b>		
Assigned: Lauran	6/1/2015	Included in FY2016 capital budget.
	8/14/2015	Meet with Cheryl Ready of Tree Board to discuss selections.
	9/1/2015	Order planters
	10/19/2015	Painting planters

<b>7 Electric Competitive Projects</b>		
Assigned: Jody	6/1/2015	Included in FY2016 capital budget.
	???	Appoint CC ad hoc committee to review project. This may include WiFi, fiber, and automatic meter reading.

<b>10 Moore Street Sidewalk</b>		
Assigned: Jody & Bob; STARTED 7/1/14	7/21/2014	Robert Jordan to discuss with Council at July 21 work session.
	2/2/2015	Oxford College is conducting a drainage study of the impact of the sidewalk on the runoff from the woods north of Moore Street. Study should be complete in June.
	6/15/2015	Waiting for OxC study to be complete.
	9/8/2015	OxC is waiting for study to be approved by Emory.

<b>11 Pedestrian Bridge/Sidewalk</b>		
STARTED 7/1/14; grant accepted 11/5/2012; managed by City of Covington	7/21/2014	Proposed sidewalk now extends to Fletcher St. URS Engineering is working on plans for pedestrian bridge and sidewalk under contract with City of Covington.
	8/17/2015	<b>Construction is scheduled to start June 2017</b>

<b>19 Wayfinding signs</b>		
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Project	Date	Status
Assigned: Bob	6/1/2015	Included in FY2016 capital budget.
	10/19/2015	set up CC committee to propose signs.

Project	Date	Status
Pedestrian Crossing at SR83	3/2/2015	Ongoing discussions with Oxford College and GDOT.
	5/18/2015	GDOT may fund entire project.
	6/15/2015	Project will be funded by Oxford College.
	7/20/2015	Waiting for approval from DOT
	8/17/2015	Received approval from GDOT; ordered equipment.
	10/19/2015	Some equipment has arrived; but not all.

Project	Date	Status
Determine who is 100' from a sewer line and how to enforce ordinance	12/6/2015	We will have a report to Council for the January work session.
	6/15/2015	23 homes identified. 13 connected. 2 with court dates. 8 waiting for revised deadlines or for tap to be installed.
	7/20/2015	Only 4 homes left to go.
	9/8/2015	Only 2 homes left to go.







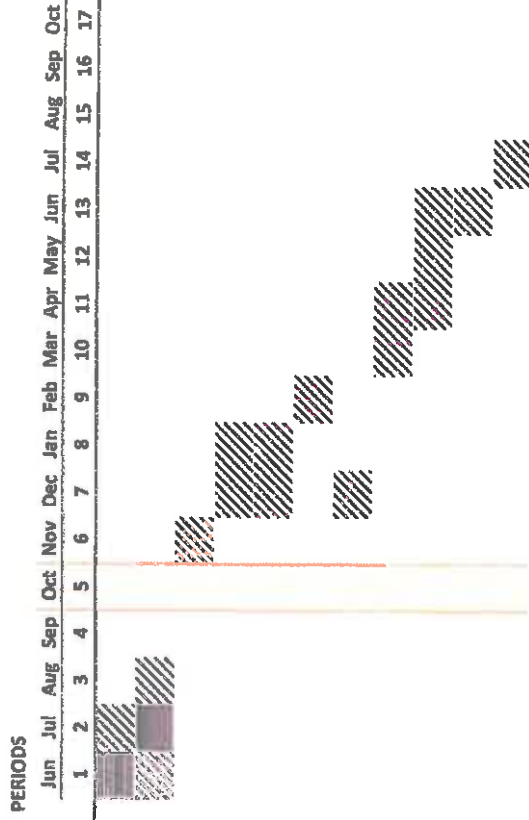
# 15. Street Repairs

\$32,000

Period Highlight: 5

Plan Actual % Complete

ACTIVITY	PLAN START DURATION	PLAN DURATION	ACTUAL START	ACTUAL DURATION	PERCENT COMPLETE
Selection of street by CC	1	2	1	1	100%
Review scope with Robert, Bob, & Jody	2	2	2	0	25%
Discuss scope at work session	6	1	0	0	0%
Survey	7	2	0	0	0%
Prepare plans	7	2	0	0	0%
Plans review by City	9	1	0	0	0%
Selected street submitted to LMIG @ DOT	7	1	0	0	0%
Prepare wider ROW for paving	10	2	0	0	0%
Schedule paving with Newton County	11	3	0	0	0%
Final Inspection	13	1	0	0	0%
LMIG Project closure to DOT	14	1	0	0	0%



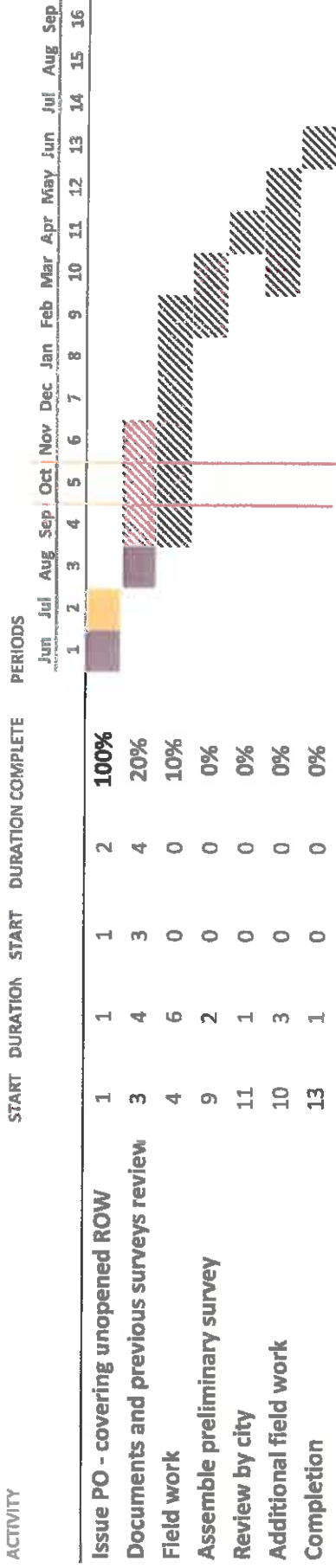
# 16. Survey of ROW

\$40,000

Period Highlight: 5

Plan Actual % Complete

PLAN START PLAN DURATION ACTUAL START ACTUAL DURATION PERCENT COMPLETE

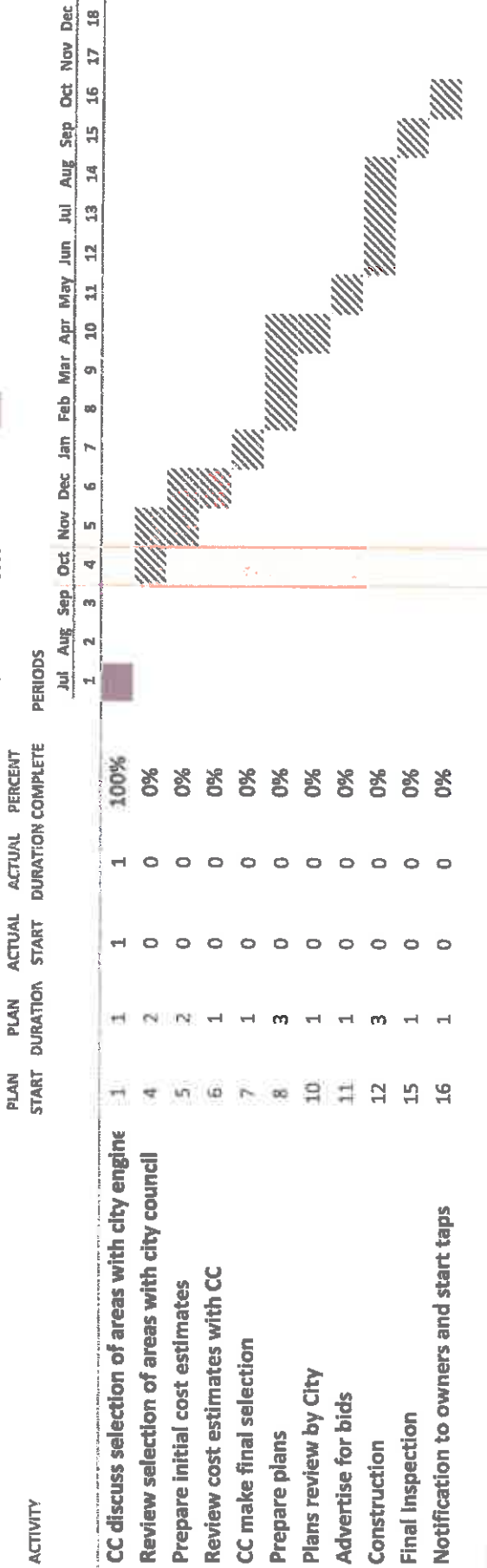


# 18. Sewer System Improvements

\$200,000

Period Highlight: 4

Plan Actual % Complete



What area should we select??

# 20. Whatcoat Street

\$200,000

Period Highlight: 6

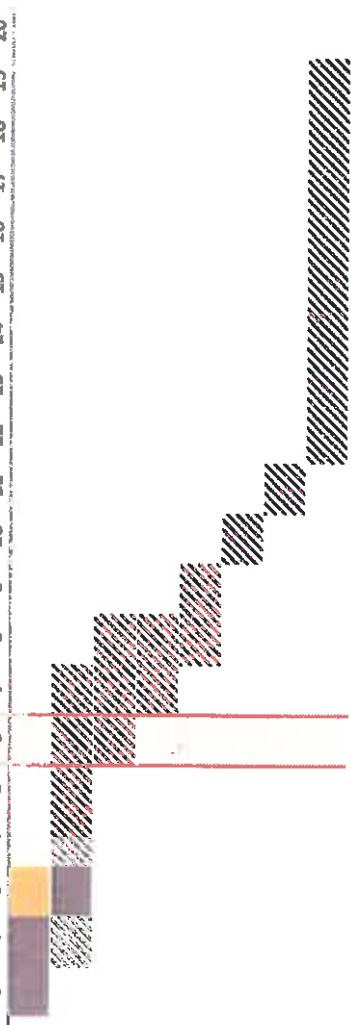
 Plan
  Actual
  % Complete

ACTIVITY	PLAN START	PLAN DURATION	PLAN ACTUAL START	PLAN ACTUAL DURATION	PERCENT COMPLETE
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PERIODS

	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	20
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Base Mapping	1	2	1	3	100%
Design	3	5	3	0	10%
GDOT review	6	3	0	0	0%
City review	7	2	0	0	0%
Construction Plans	8	2	0	0	0%
Advertise for bids	10	1	0	0	0%
Award bids	11	1	0	0	0%
Construction	12	8	0	0	0%





## MEMORANDUM OF UNDERSTANDING

WHEREAS the 2011 SPLOST included \$500,000.00 for recreation projects in District #4;

WHEREAS Newton County, Georgia wishes to partner with The City of Oxford, Georgia the same being located in District #4, by contributing \$100,000.00 of the County's 2011 SPLOST collections towards the building of a park located in The City of Oxford;

WHEREAS The City of Oxford is acquiring approximately 4.47 acres for a park bounded by Asbury Street, W Watson Street, W Collingsworth Street, and N Emory Street;

NOW THEREFORE, in consideration of the sum of ONE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$100,000.00), and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Newton County and The City of Oxford hereby agree as follows:

1. The City of Oxford will partner with Newton County in the construction of The City of Oxford Park
2. Commissioner Henderson on behalf of Newton County allocates \$100,000.00 of the 2011 SPLOST collections to The City of Oxford as Newton County's contribution to the acquisition and construction of The City of Oxford Park.
3. The City of Oxford agrees to begin construction of The City of Oxford Park within two years of its receipt of the \$100,000.00 contribution from Newton County.
4. The parties hereto further acknowledge and agree both parties rely on the terms and conditions of this Memorandum of Understanding in planning for the acquisition, funding, and construction of The City of Oxford Park.

*[Signatures follow on next page]*

IN WITNESS WHEREOF, the parties hereto have executed, sealed, and delivered this Memorandum of Understanding effective as of the \_\_\_\_ day of \_\_\_\_\_, 2015.

The City of Oxford, Georgia:

Attest:

\_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

Newton County, Georgia

Attest:

\_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)